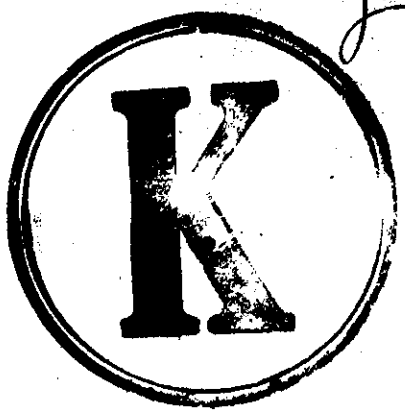
1950 File No. O Opium/50

Legal Department

A. Branch



Subject:- Opinions under the

Indian Opium Act 1878

P.S.

O. Opium/50

633A

C O N T E N T S.

Legal Department File No. G. Opium/50.

Sr. No.	Compilation No.	Subject.	Pages.
	G.Opium. 1950.	Opinions under the Indian Opium Act, 1878.	
1.	G.No. 1237 19.7.50.	Whether Shri. R.Keshav. Nami of Surgana, has any valid claims for compensation on calculation of licensedom for retail sale of opium and hemp drugs in Surgana State.	1-3.

SMT/G.G.

Office of the R.L.A.

Cancellation of licence for retail sale of opium and hemp drugs in Surgana State.

It appears that one Shri Raghunath Keshav Wani of Surgana was granted a permit by the Surgana State authorities for retail sale of opium and hemp drugs within the Surgana State territory on his executing a kabulayat, agreeing to pay Rs. 1,276 immediately and the balance in three quarterly instalments of Rs. 1,275 each the first falling due on 1st July 1938. This Kabulayat is in the nature of an agreement between the Surgana state and Shri Wani. On the intergration of that State with the Province of Bombay, the Bombay Abkari Act and other laws were applied to the State area with the result that Shri Wani could not carry on his business without a licence under the Bombay Abkari Act. Further, in consequence of the introduction of permit system with effect from 1st October 1948 for the supply of opium and hemp drugs to addicts in Surgana State, no licence could be issued to him nor did he apply for such licence. Consequently he had to close his shop with effect from 1st October 1948. He has asked for a compensation of Rs. 3,000 for loss of business. The question raised for the R.L.A's opinion is whether he has any valid claim for compensation.

Shri Raghunat Keshav Wani had paid fee up to the end of September 1948. As stated above, the kabulayat executed between him and the Surgana State, not being under a statutory provision, was in the nature of an agreement. On the integration of the State with the Bombay Province, this agreement would not be valid unless it was confirmed by the Bombay Government. That agreement was in no way confirmed by the Bombay Government. Consequently, any right thereunder could not survive and no compensation

compensation for loss of business on that ~~xxxxx~~ score could be claimed by Shri Wani, Besides, he had paid fee up to the end of September 1948, for which period he had carried on his business. In the circumstances, he can have no grievance and his claim for compensation would not be sustainable.

P.M.LAL.
18/7.

Remembrancer of Legal Affairs.

U.R. to P. & S.D.No. 10137 , dated the
19th July 1950.

SRT/8.6.